

LONG-TERM CARE INCOME TRUST

THE BEN B. HARRELL, JR. INCOME TRUST

WHEREAS, Ben B. Harrell, Jr., hereinafter referred to as the Settlor, now has a monthly income that exceed the current Medicaid income limits, and;

WHEREAS, the total monthly income received by Settlor is not sufficient to pay for expenses associated with long-term care services and related services, and;

WHEREAS, Settlor's other assets have been exhausted by Settlor's long-term care expenses, and;

WHEREAS, the principal purpose of this Trust is to receive all income payments due Settlor in excess of the Settlor's cost of care, including Social Security benefits, retirement benefits, interest, dividends, or other income. The Settlor's cost of care will be determined by the daily rate that Medicaid pays the nursing facility in which the Settlor resides. If the rate for the facility is less than the Settlor's income, the excess income will be used to fund the income trust. If the rate for the facility is more than the Settlor's income, the Settlor's total income will be paid to the nursing facility. Any income in excess of Settlor's cost of care will be retained as part of the Trust.

WITNESSETH:

This Ben B. Harrell, Jr. Income Trust Agreement is entered into between Ben B. Harrell, Jr., "Settlor", and Ben B. Harrell, III, "Trustee", who agree as follows:

- (A) The Trustee shall place all income in excess of Settlor's cost of care into the Trust, and the Trustee shall hold such income under the following terms and conditions:
- (1) Trustee shall retain the income in excess of the Settlor's cost of care in the Income Trust Account.
 - (2) At the time of each review of the Settlor's Medicaid eligibility (at least annually) while this trust is in existence, if the Settlor's income exceeds the cost of care, the Division of Medicaid will notify the Trustee of the

amount that should be accumulated in the trust. The Trustee will then be requested to make payment of this amount to the Division of Medicaid up to the total amount expended by the Division of Medicaid on behalf of the Settlor that has not previously been repaid to Medicaid. Failure to make the requested payments may result in the loss of Medicaid eligibility for the Settlor.

- (3) This trust will terminate upon the death of the Settlor; when the Settlor's Medicaid eligibility is terminated; when the Settlor's income no longer exceeds the current Medicaid income limits; or when the trust is otherwise terminated. At that time, any income amounts accumulated in the trust shall be paid over to the Division of Medicaid, State of Mississippi, up to the total amount expended by the Division of Medicaid on behalf of the Settlor that has not previously been repaid to Medicaid.
- (B) When requested, the Trustee shall furnish to the Division of Medicaid, State of Mississippi, an annual accounting to show all receipts and disbursements of the trust during the prior calendar year.
- (C) The Trustee shall maintain the trust funds on deposit in a federally insured banking institution.
- (D) No Trustee shall receive a Trustee's fee for services rendered to the trust, however, reasonable bank charges will be allowed.
- (E) The Trustee shall give written notice to the Division of Medicaid, State of Mississippi when the Settlor dies or when the trust is otherwise terminated.
- (F) The provisions of this Trust shall be interpreted under the laws of the State of Mississippi.

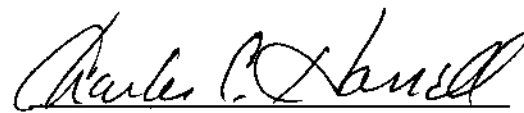
The effective date of this trust shall be February 1, 2009.

IN WITNESS WHEREOF, this Ben B. Harrell, Jr. Income Trust Agreement has been executed

on this the 30th day of June, 2009.


Trustee

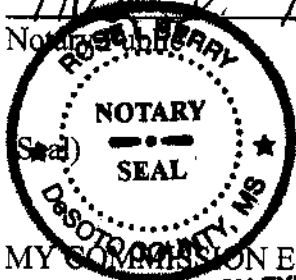
Ben B. Harrell, Jr.
Settlor

By: 
Charles C. Harrell, Ben B. Harrell, Jr.'s
Attorney-in-Fact

STATE OF Mississippi
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for said county and state, on the 30 day of June, 2009, within my jurisdiction, the within named Ben B. Harrell, Jr., by his Attorney-in-Fact, Charles C. Harrell, who acknowledged that he executed the above and foregoing instrument.

Rose L. Berry
Notary Public

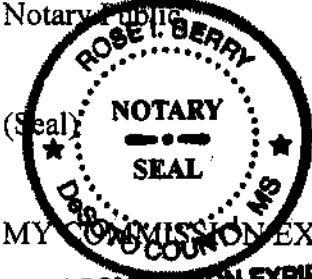


MY COMMISSION EXPIRES:
MY COMMISSION EXPIRES:
OCTOBER 20, 2010

STATE OF Mississippi
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for said county and state, on the 30 day of June, 2009, within my jurisdiction, the within named Ben B. Harrell, III, who acknowledged that he executed the above and foregoing instrument.

Rose L. Berry
Notary Public



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Prepared by:
Charles C. Harrell, Esq.
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
6075 Poplar Avenue, Suite 500
Memphis, Tennessee 38119
(901) 680-7200

TRUSTEE INFORMATION:

NAME: Ben B. Harrell, III

TELEPHONE NUMBER: 662-429-5350

ADDRESS: 3603 Rhett Butler Drive
Hernando, Mississippi 38632

RELATIONSHIP TO SETTLOR: Son

Memphis 1214533v.1